

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Critical Nurse Staffing, LLC		02/21/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Private Bank: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88302237	AMERICAN VETERANS HOME CARE	
Serial Number:	88302206	COMPREHENSIVE NURSING SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024083141		
Email:	StuartJennison@aol.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Stuart Jennison		
SIGNATURE:	/Stuart Jennison/		
DATE SIGNED:	02/21/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 21, 2020, is made by CRITICAL NURSE STAFFING, LLC, as Grantor (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a "Grantor" and collectively, the "Grantors"), in favor of ALLY BANK ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of March 29, 2018 (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among CRITICAL NURSE STAFFING, LLC, a Colorado limited liability company ("CNS" and "Borrower Representative"), TIGER PEAK HEALTHCARE HOLDING II, LLC, a Delaware limited liability company ("Tiger Peak II"), RESTORE HOME HEALTH, LLC, a Colorado limited liability company ("RHH"), ARIZONA'S CHOICE HOME HEALTH AGENCY, LLC, an Arizona limited liability company ("ACHHA," and together with Borrower Representative, Tiger Peak II, RHH and any other Borrower from time to time party thereto, individually and collectively, "Borrower"), TIGER PEAK HEALTHCARE HOLDING, LLC, a Delaware limited liability company ("Holdings"), and any other Guarantor from time to time a party thereto or otherwise guaranteeing all or any part of the Obligations (together with Holdings, individually and collectively, "Guarantor"), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a "Lender" and collectively "Lenders") and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CRITICAL NURSE STAFFING, LLC


By Sarah Francis
Name: Sarah Francis
Title: CFO

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006869 FRAME: 0300

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By 
Name: Christopher Lee
Title: Authorized Signatory

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006869 FRAME: 0301

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Title	Owner	Filing Jurisdiction	Filing Date	Reg./Serial Number
AMERICAN VETERANS HOME CARE	Critical Nurse Staffing, LLC	US	February 14, 2019	88302237
COMPREHENSIVE NURSING SERVICES	Critical Nurse Staffing, LLC	US	February 14, 2019	88302206

2. TRADEMARK APPLICATIONS

None.